

Amendment #1 to the  
Andy Easton & Associates/Sumter County Board of County Commissioners  
CDBG Consultant Services Contract  
Dated April 27, 2010

This amendment sets forth changes and/or information as referenced below and is hereby made a part of and is attached to the Consultant Contract.

- Paragraph #2 on page 1 of the Consultant Contract (in the covenants and agreements section) is revised to delete reference to "Server Hosting services" and is replaced with "Grant Administration services".
- Exhibit A, Fee Schedule is attached hereto and made a part of the Consultant Contract.
- Exhibit B, Federal Provisions is attached hereto and made a part of the Consultant Contract.
- Paragraph #4 on page 1 of the Consultant Contract (in the covenants and agreements section) is revised to extend the term of the Consultant Contract from April 27, 2011 to April 27, 2012.

Contract Amendment Approval Signatures:

SUMTER COUNTY

By:   
Don Burgess, Chairman

APR 12 2011

Date Signed

ANDY EASTON & ASSOCIATES

By:   
Andy Easton

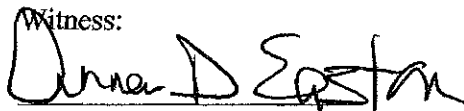
Date Signed

4/22/11





Witness:



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**Exhibit B: Federal Provisions**

**1. Termination (Cause and/or Convenience)**

(1) This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

(2) This Contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in paragraph (1) above.

(3) If termination for default is effected by the OWNER, an equitable adjustment in the price for this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to ANDY EASTON & ASSOCIATES at the time of termination may be adjusted to cover any additional costs to the OWNER because of ANDY EASTON & ASSOCIATES's default.

For any termination, the equitable adjustment shall provide for payment to ANDY EASTON & ASSOCIATES for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by ANDY EASTON & ASSOCIATES relating to commitments (e.g., suppliers, subcontractors) which had become contracted prior to receipt of the notice of intent to terminate.

(4) Upon receipt of a termination action under paragraphs (1) or (2) above, ANDY EASTON & ASSOCIATES shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the OWNER all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by ANDY EASTON & ASSOCIATES in performing this Contract, whether completed or in process.

(5) Upon termination, the OWNER may take over the work and may award another party a Contract to complete the work described in this Contract.

(6) If, after termination for failure of ANDY EASTON & ASSOCIATES to fulfill contractual obligations, it is determined that ANDY EASTON & ASSOCIATES had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the contract price shall be made as provided in paragraph (3) above.

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**2. Equal Employment Opportunity**

During the performance of this Contract, ANDY EASTON & ASSOCIATES agrees as follows:

a. ANDY EASTON & ASSOCIATES will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. ANDY EASTON & ASSOCIATES will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. ANDY EASTON & ASSOCIATES agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this nondiscrimination clause.

b. ANDY EASTON & ASSOCIATES will, in all solicitation or advertisements for employees placed by or on behalf of ANDY EASTON & ASSOCIATES, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

**3. Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**4. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

**5. Access and Retention of Records**

Any public or private entity or official and any member of the public shall have access to any books, documents, papers, and records of the OWNER and ANDY EASTON & ASSOCIATES which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.

**6. Retention of Records**

The OWNER and ANDY EASTON & ASSOCIATES shall retain all records relating to this contract for six years after the local government makes final payment and all other pending matters are closed.

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**7. Environmental Compliance**

If this contract exceeds \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

**8. Energy Efficiency**

ANDY EASTON & ASSOCIATES shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy **conservation** plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**9. Conflict of interest**

No member of or Delegate to the Congress of the United States, or Resident Commissioner, and no elected state official or state employee shall share in any proceeds from this contract, or in any benefits to arise from it. No officer or employee of the local jurisdiction or its designers or agents, no member of a governing body, and no other official of the locality who exercises any function or responsibility with respect to this Contract during his/her tenure or for one year thereafter, shall have any interest direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed.

**10. Conflicts with Other Clauses**

If this contract contains any clauses which conflict with the above clauses, then this contract will be governed by the clause(s) in Exhibit B.

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**Exhibit A: Fee Schedule**

**Grant Writing Fee:** The CDBG grant application will be developed at no cost to the County. The project approach section of this proposal describes grant writing tasks.

**Grant Administration Fee:** The total fee (price) for CDBG Neighborhood Revitalization grant administration services proposed by Andy Easton & Associates is \$43,000 per grant. The CDBG grant will be administered with funds provided by the grant. If the grant is not awarded, no fee is due. Grant administration activities are shown below:

<b>Grant Initiation Activities</b>	<b>Fee</b>
CDBG grant agreement/Civil rights profile Signature authorization form for requesting grant funds Project milestones document (schedule). Local match funding arrangements/ Procurement documentation Environmental Review Record Preparation	
<b>Total</b>	<b>\$8,000</b>

<b>Monitoring Reports and Attend Monitoring Site Visits</b>	<b>Fee</b>
Organize files, prepare for monitoring visits	\$1,500
Represent County during monitoring visits	\$2,500
Provide information as requested at monitoring visit	\$1,500
Prepare monitoring response letters for County	<u>\$1,500</u>
<b>Total</b>	<b>\$7,000</b>

<b>Project Administration Activities</b>	<b>Fee</b>
Coordinate with Engineer to develop bid documents	\$2,500
Review procurement policy	\$1,500
Monitor project milestones and budget	\$1,500
Ensure project milestones and budget are in compliance	\$1,000
Develop grant amendments to revise project scope	\$3,500
Order Wage Decision	\$500
Conduct pre construction conference	\$1,500
Prepare quarterly reports and financial projection reports	\$3,500
Ensure compliance with MBE procurement	\$1,000

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requirements	
Conduct Davis Bacon labor interviews.	\$2,500
Conduct annual fair housing activity	\$500
Review/approve contractor change orders	<u>\$1,500</u>
<b>Total</b>	<b>\$21,000</b>

<b>Financial Management Activities</b>	<b>Fee</b>
Review County's existing financial management system.	\$500
Assist with ordering CDBG funds.	\$2,000
Prepare budget summaries, analyses and reports.	\$1,000
Review, approve and process contractor pay requests.	<u>\$1,500</u>
<b>Total</b>	<b>\$5,000</b>

<b>Program Closeout Activities</b>	<b>Fee</b>
Review completed project and compare to budget.	\$500
Develop and submit project closeout report.	<u>\$1,500</u>
<b>Total</b>	<b>\$2,000</b>

<b>TOTAL FEE (to be paid by the CDBG Grant)</b>	<b>\$43,000</b>
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